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DECONTRACT APPROVAL	The Firewel Co.							OK.	OKC_9162 Copy_of 3		
RECONTRACT APPROVAL TRECORD	CONTRACT				,	AMENDME	NT NO.	┧ 🏎			
(PART ONE)	CONTRACT							0.0	A 4	R &	
·	EC_1905				3				26 Aug 65		
THIS CONTRACT APPR E UNDERSIGNED. CONCURREN ACTING OFFICER. BY CONCUR NDS ARE AVAILABLE (NOT IN THIS DOCUMENT.	KCE IN IM	יא ז כוו	LCONTINA	0,			MOII C	* * CNIE   1	FS THAT	SHEFICIENT	
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## SECRET

## PRECONTRACT APPROVAL RECORD (PART TWO)

The services and	equipment being procured by this Contract No	
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ogram(s), the nature of v	which cannot be publicly disclosed for security rea-	

Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.

Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:

- 1. Contract No. EC\_1905 provided for fabrication and delivery of maintenance vans, pilot transport vans, portable test equipment and refurbishment of ready room at the Area. The contract was completed in May 1964.
- 2. The final cost and property audits of the contract have been completed and a report thereof has been submitted to the undersigned. The Auditor has recommended for acceptance total cost in the amount of \$275,886. This cost together with the approved fixed—fee of \$17,128 results in a final approved contract price of \$283,014.
- 3. In connection with this settlement there are attached the following documents:

Audit Report OSA\_2567\_65 Contractor's Release Contractor's Assignment of Refunds, Rebates Credits and Other Assumts.

- 4. All work and services required under the contract have been performed satisfactorily, all residual inventory has been properly accounted for, no inventions were made or reyalties paid under the contract.
- 5. Amendment No. 3 to the contract provides for payment of a cost overrun in the amount of \$1,194 and incorporates final overhead rates into the contract.

GROUP 1
Excluded from automatic downgrading and declassification

## CONTRACTOR'S RELEASE

	Contract No
Pursuant to the terms of Contract No. EC	1905 and in
Fourteen Della Two Hundred a	nd Ninety-Three Thousand and
rursuant to the terms of Contract No. EC consideration of the sum of Two Hundred a Fourteen Dollars (\$ 293,014 is to be naid under the said contract to New York (hereinafter assignees, if any, the Contractor, upon pastates OF AMERICA (hereinafter called the and discharge the Government, its officers all liabilities, obligations, claims, and from the said contract, except:	yment of the said sum by the UNITED Government), does remise, release.
from the said contract, except:	and of allering
1. Specified claims in stated amount amounts are not susceptible of exact state  None	s or in estimated amounts where the ment by the Contractor, as follows:
2. Claims, together with reasonable upon the liabilities of the Contractor to performance of the said contract, which are date of the execution of this release and in writing to the Contracting Officer not date of the release of the date of any not ment is prepared to make final payment, who is prepared to make final payment, who is claims for reimbursement of costs tor by reason of its indemnification of the bility), including reasonable expenses incontractor under the provisions of the said The Contractor agrees, in connection with are not released as set forth above, that it visions relating to notification to the Contractor agrees or prosecution of litigation.  IN WITNESS WHEREOF, this release has be of July	e not known to the Contractor on the of which the Contractor gives notice more than six (6) years after the lice to the Contractor that the Governichever is earlier.  (other than expenses of the Contractor than expenses of the Contractor than expenses of the Contractor de Government against patent liadental thereto, incurred by the discontract relating to patents.  (other than expenses of the Contractor de Government against patent liadental thereto, incurred by the discontract relating to patents.  (other than expenses of the Contractor de Government against patent liadental thereto, incurred by the discontract relating to patents.
of July , 1965	day
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	Controller
CERTIFI	CATE 25X1
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	y that I am the Executive ion named as Contractor in the 25X1
on hohole of the deat	WIIO SIENCO SAIO TALABED
on behalf of the Contractor was then Contractor corporation: that said release was duly ad-	oller of said
corporation; that said release was duly sign poration by authority of tis governing body	ned for and in behalf of said cor-
corporate powers.	25X

Approved For Release 2008/12/22 : CIA-RDP67B00074R000500070001-5

## CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Pursuant to the terms of Contract No. EC 1905  Insideration of the reimbursement of costs and navment of fee, as property as a said contract and any assignment thereunder The Firewel Company (hereinafter called the Contractor) does nered to the UNITED STOF AMERICA (hereinafter called the Government), all right, title interest to all refunds, rebates, credits, and other amounts (in any interest thereon) arising out of the performance of the said tract, together with all the rights of action accrued or which mereafter accrue thereunder.  2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and promptly forward to the United States Government	PATES and acluding con-
OF AMERICA (hereinafter called the Government), all right, title interest to all refunds, rebates, credits, and other amounts (in any interest thereon) arising out of the performance of the said tract, together with all the rights of action accrued or which make the reacture thereunder.  2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other am (including any interest thereon) due or which may become due, an promptly forward to theUnited States Government	e and ncluding l con- nay
prompt collection of all refunds, rebates, credits, and other am (including any interest thereon) due or which may become due, an promptly forward to the <u>United States Government</u>	
checks (made payable to the Treasurer of the United States) for proceeds so collected. The reasonable costs of any such action effect collection shall constitute allowable costs when approved the Contracting Officer as stated in the said contract and may be plied to reduce any amounts otherwise payable to the Government the terms hereof.	any to by e ap-
3. Agree to cooperate fully with the Government as to any or suit in connection with refunds, rebates, credits, or other a due (including any interest thereon); to execute any protest, plapplication, power of attorney, or other papers in connection the with; and to permit the Government to represent it at any hearing trial, or other proceeding, arising out of such claim or suit.  IN WITNESS WHEREOF, this assignment has been executed this light day of July 1965	mounts eading, ere-
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MUM BYDEABY MAISA	
THE FIREWEL COMPA Control	ller 25X1
CERTIFICATE	
I,, certify that I am the Exec. Wice the corporation named as Contractor in the foregoing assignment; who signed said assignment on behalf of the Contractor.	tract <sup>25X1</sup>
then <u>Controller</u> of said corporation; that said assignmy signed for and in behalf of said corporation by suther the said assignment.	ent was

body and is within the scope of its corporate p